

JUDGE CARTER

12 CIV 8637

2-751225

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ZIM INTEGRATED SHIPPING
SERVICES, LTD.,

Plaintiff,

- against -

CONTINENTAL WASTE MANAGEMENT,
INC.,

RECEIVED
NOV 28 2012
U.S.D.C. S.D. N.Y.
CASHIER'S
CIVIL COMPLAINT
IN ADMIRALTY

Defendant.

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Plaintiff ZIM INTEGRATED SHIPPING SERVICES, LTD., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant CONTINENTAL WASTE MANAGEMENT, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Shipping Act of 1984, as Amended, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, LTD. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant CONTINENTAL WASTE MANAGEMENT, INC. was and still is a corporation organized and existing under the laws of the State of North Carolina, with offices and a place of business at 3000 RDU Center Drive, Suite 102, Morrisville, NC 27560.

4. On or about October 3, 2009, defendant delivered to plaintiff at Norfolk certain goods consisting of six (6) forty-foot Hi-Cube Containers SAID TO CONTAIN: PLASTIC SCRAP, for the purpose of having the goods carried on the Vessel ZIM QINGDAO to Hong Kong, there to be delivered to the consignee and/or its agents, in consideration of payment by defendant to plaintiff of ocean freight and related charges in the amount of \$7,019.00, calculated pursuant to plaintiff's tariff, all as set forth in Bill of Lading ZIMUORF315548 (Exhibit A).

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. On January 6, 2010, defendant reaffirmed its obligation to remit the ocean freight and related charges due (Exhibit B).

7. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

8. Defendant has failed and refused and continues to fail and to refuse to remit the \$7,019.00 due, although duly demanded.

9. By reason of the foregoing, plaintiff has sustained damages in the amount of \$7,019.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$7,019.00, together with interest from the date due, costs, disbursements, and reasonable attorney's fee.

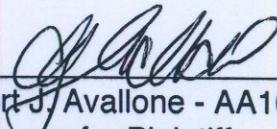
2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises
as in law and justice it may be entitled to receive.

Dated: New York, New York
November 28, 2012

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By _____


Albert J. Avallone - AA1679
Attorneys for Plaintiff
ZIM INTEGRATED SHIPPING
SERVICES, LTD.
551 Fifth Avenue, Suite 616
New York, NY 10176
(212) 696-1760

BILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT			
SHIPPER / EXPORTER (NAME & ADDRESS) CONTINENTAL WASTE MANAGEMENT LLC 3000 RDU CENTER DRIVE, STE. 102 MORRISVILLE, NC 27560 PH: 919-580-5888 FAX: 919-580-5885		ZIM Integrated Shipping Services Ltd **** *** BOOKING NO. ORF308639/1 BILL OF LADING NO. ZIMUORF315548 EXPORT REFERENCES NOT NEGOTIABLE FORWARDING AGENT F.M.C. No. POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) REMARKS / EXPORT OR OTHER INSTRUCTIONS SHIPPED ON BOARD 10/03/09	
CONSIGNEE (NAME & ADDRESS) NEW NAM CHEUK (H.K.) LTD ROOM 9B-09 UNIT B DRAGON INDUSTRIAL BLDG 93 KING LAM STREET CHEUNG SHA WAN KOWLOON PH: 852-2379-1103 FAX: 852-2379-1106 <small>(B/L NOT NEGOTIABLE UNLESS CONSIDERED TO ORDER)</small>			
NOTIFY (NAME & ADDRESS) NEW NAM CHEUK (H.K.) LTD ROOM 9B-09 UNIT B DRAGON INDUSTRIAL BLDG 93 KING LAM STREET CHEUNG SHA WAN KOWLOON PH: 852-2379-1103 FAX: 852-2379-1106			
INITIAL CARRIAGE VESSEL ZIM QINGDAO	PLACE OF RECEIPT OF GOODS * <small>(IF CONTRACTED FOR)</small> VOY. 14/W NORFOLK		
PORT OF DESTINATION * HONG KONG, CHINA	FINAL DESTINATION * <small>(IF CONTRACTED FOR)</small>	FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	
PARTICULARS AS FURNISHED BY SHIPPER			
MKS & NOS. / CONT. NO.	DESCRIPTION OF GOODS	WEIGHT LBS	MEASUREMENT FTS
	AS PER ATTACHED LIST		
	NOT NEGOTIABLE		
6 CONT TOT. TARE : 51.588 DETAILS		CARGO W : TOTAL 202,520.000	
TERMINAL HANDLING CHARGE - DESTINATION ORIGIN PORT/TERMINAL SECURITY CHARGE OCEAN FREIGHT B/L FEE INTERNATIONAL SHIP SECURITY		PER AMOUNT C HKD 2,720.00 C USD 8.00 C USD 1,150.00 L USD 35.00 C USD 6.00	FREIGHT COLLECT 16,320.00 48.00 6,900.00 35.00 36.00
MERCHANT'S DECLARED VALUE OF GOODS: <small>If Merchant enters a value, Carrier "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 21)</small>		USD HKD TOTAL	7,019.00 16,320.00
<small>NOTE: Received in apparent good order and condition, unless otherwise stated herein, the Goods or packages or Containers sold to contain the units and amount of Goods specified herein for carriage subject to the terms and conditions of the reverse side hereof and the terms and conditions of the Carrier's Tariff Rules from the Place of Receipt or the Port of Loading (whichever is applicable) to the Port of Destination or the Place of Delivery (whichever is applicable). The Merchant agrees and acknowledges that the weight, measure, marks, numbers, quality, contents etc. of the Goods and the manner of their packing and marking are to be determined by the Carrier and that the Carrier has relied upon the Merchant's representation as to the above. The Merchant agrees and acknowledges that the carrier may make or cause to vary weight or value or丈量 or丈量 and subsequently unknown to him. In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, regulations, exceptions, limitations, liabilities and conditions stated herein, whether written, printed, stamped or otherwise made or inserted on the front and/or reverse side hereof as well as the provisions of the Carrier's Tariff Rules, Regulations and Schedules, without exception, as fully as if they were set forth on the front and/or reverse side hereof as well as the provisions of the Goods is made on the basis of the Merchant's acceptance and agreement as aforesaid.</small>		<small>IN WITNESS of the contract contained herein the number of original Bills of Lading stated below has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier). Unless otherwise stated in any applicable law or regulation, upon any of the said originals being accomplished the others to stand void.</small>	
<small>Without prejudice to the generality of the foregoing, the Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. In addition, attention is drawn, inter alia, to Clauses 7 (Notice of Loss, Time Bar), 13 (Merchant's Declarations), 19 (Lien), 14 (Dangerous and Hazardous Goods) and 22 (Law and Jurisdiction). The Package limitation mentioned in Clause 21 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for.</small>		FREIGHT PAYABLE AT NORFOLK (VA)	No. OF ORIGINAL B/L ISSUED THREE
		PLACE AND DATE OF ISSUE NORFOLK (VA) on 10/03/09	

EXHIBIT "A"

ATTACHED LIST FOR B/L: ZIMUORF315548

VESSEL: ZIM QINGDAO

LOAD PORT: NORFOLK

VOYAGE: 14/W

DISCHARGE PORT: HONG KONG, CHINA

DESTINATION:

MKS & NOS/SEAL NO	DESCRIPTION OF GOODS	WEIGHT LBS	MEASUR. FT3
CONT:ZCSU8267101 1 CNT SEAL: 0881611 /HC40 (CY/CY)	38 BOXES 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016556 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	35,880.000	0.000
CONT:ZCSU8496643 1 CNT SEAL: 0881612 /HC40 (CY/CY)	SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 8597 33 BOXES 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016556 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	32,660.000	0.000
CONT:ZCSU8659890 1 CNT SEAL: 0881616 /HC40 (CY/CY)	SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 8597 20 BALES 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016556 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	31,040.000	0.000
CONT:ZCSU8904684 1 CNT SEAL: 0881614 /HC40 (CY/CY)	SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 8597 48 BLOCK 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016556 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	28,300.000	0.000
CONT:ZCSU8241386 1 CNT SEAL: 04292 /HC40 (CY/CY)	SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 8597 173 PIECES 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016556 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	40,260.000	0.000
	SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 8597		

ATTACHED LIST FOR B/L: ZIMUORF315548

VESSEL: ZIM QINGDAO

VOYAGE: 14/W

LOAD PORT: NORFOLK

DISCHARGE PORT: HONG KONG, CHINA

DESTINATION:

<u>MKS & NOS/SEAL NO</u>	<u>DESCRIPTION OF GOODS</u>	<u>WEIGHT</u>	<u>MEASUR.</u>
CONT:ZCSU8749905 1 CNT SEAL: 03627 /HC40 (CY/CY)	32 PIECES 40' HC CONTAINER SLAC 38 BOXES PLASTIC SCRAP AES # X20090929016656 10 DAYS FREE TIME AT DESTINATION ALL FREIGHT PREPAID ALL DESTINATION CHARGES COLLECT	34,380.000	0.000

SHIPPER'S LOAD STOWAGE & COUNT
CONT TARE WEIGHT: 8897

6 CONT TOT. TARE : 51,588 CARGO W : 202,520.000

CLAUSES:

SHIPPER'S REMARK: THESE COMMODITIES, TECHNOLOGY OR
SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN
ACCORDANCE WITH THE EXPORT ADMINISTRATION
REGULATIONS.

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.



January 6th, 2010

ZIM American Integrated Shipping Services
5801 Lake Wright Drive
Norfolk, VA 23502

Attention: Accounts Receivable Department

**RE: BK# ORF308639/1, VESSEL /VOY: ZIM QINGDAO/14W AND ORF310547/1 ,
VESSEL /VOY : NYK DEMETER/11W
ON BOARD: ORF308639/1 - 10/3/09 AND ORF310547/1 -11/01/09**

We, the undersigned, hereby agree to pay prepaid charges for the Booking ORF308639/1,
B/L # ZIMUORF315548 in the amount of US\$7,019.00 and Booking ORF310547/1 ,
BL # ZIMUORF317615 in the amount of US\$2,363.00 for a subtotal of US\$9,382.00 less
monies already paid of US\$2,000.00 for a total of US\$7,382.00 on behalf of the
Shipper CONTINENTAL WASTE MANAGEMENT LLC .

SIGNATURE: Ketki U. Patel

NAME: Ketki U. Patel
DESIGNATION: Member

EXHIBIT "B"